



2. I have reviewed the Class Action Settlement Agreement as of June 25, 2014 (Doc. No. 6087, the “Settlement Agreement”) and am generally familiar with its contents. The Settlement Agreement refers in various sections to “NFL CBA Medical and Disability Benefits,” which are defined in Section 2.1(eee) of the Settlement Agreement to mean “any disability or medical benefits available under the Collective Bargaining Agreement, including the benefits available under the Bert Bell/Pete Rozelle NFL Player Retirement Plan; the NFL Player Supplemental Disability Plan, including the Neuro-Cognitive Disability Benefit provided for under Article 65 of the Collective Bargaining Agreement; the 88 Plan; the Gene Upshaw NFL Player Health Reimbursement Account Plan; the Former Player Life Improvement Plan; the NFL Player Insurance Plan; and/or the Long Term Care Insurance Plan.”

3. I submit this Declaration to provide the Court with an overview of some of these NFL CBA Medical and Disability Benefits that are available to qualified Retired NFL Football Players who are experiencing many of the neurocognitive and neuromuscular impairment issues covered by the Settlement Agreement.

4. It is important to understand that NFL CBA Medical and Disability Benefits are available in addition to the benefits and awards available to qualified Retired NFL Football Players under the proposed Class Action Settlement. Nothing in the Settlement Agreement, including the Release and Covenant Not to Sue provisions, affects the rights of Settlement Class Members to pursue claims for NFL CBA Medical and Disability Benefits, and there is no offset in the Settlement Agreement for payments to former players under these benefit programs. (*See* Settlement Agreement §§ 6.7(b), 18.6.) To the contrary, part of the stated intent of the Education Fund provided for in Article XII

of the Settlement Agreement is to educate Retired NFL Football Players about the NFL CBA Medical and Disability Benefits programs. (*See id.* §§ 3.1(c), 12.1.)

5.     The 88 Plan. The 88 Plan provides certain medical benefits to former players who are vested (hereinafter “Vested”) based on their Credited Seasons as defined by the Bert Bell/Pete Rozelle NFL Player Retirement Plan (“Retirement Plan”) and are determined by the governing Board of the 88 Plan to have dementia, amyotrophic lateral sclerosis (“ALS”), and/or Parkinson’s Disease.

6.     The 88 Plan reimburses, or pays for, certain costs related to dementia, ALS, and/or Parkinson’s Disease up to \$100,000 per year (\$130,000 in League Years 2016-2020) if the former player is an in-patient at an eligible institution, or up to \$88,000 per year (\$118,000 in League Years 2016-2020) if the former player is not admitted as an in-patient at an eligible institution. In addition, in the event of the death of the former player, there is a \$10,000 burial benefit. The NFL Member Clubs make advance contributions to the 88 Plan in an amount sufficient to pay benefits, and all administrative expenses approved by the governing Board of the 88 Plan.

7.     The maximum benefit payable under the 88 Plan for any given month may be reduced, in certain circumstances, by Total and Permanent Disability Benefits provided by the Retirement Plan and the NFL Player Supplemental Disability Plan (*see* ¶ 13, below). As noted above, payment of Monetary Awards to qualified Retired NFL Football Players under the proposed Settlement Agreement will have no effect on the receipt of 88 Plan distributions to former players.

8.     Neuro-Cognitive Disability Benefit. The NFL Player Supplemental Disability Plan was amended recently to provide a Neuro-Cognitive Disability Benefit for

former players who have mild or moderate neuro-cognitive impairment, and who are not receiving Line of Duty (*see* ¶ 14, below) or Total and Permanent Disability Benefits (*see* ¶ 13, below) provided by the Retirement Plan and the NFL Player Supplemental Disability Plan or Pension Benefits under the Retirement Plan. In addition, players must be under the age of 55 and Vested based on their Credited Seasons as defined by the Retirement Plan, have at least one Credited Season after 1994, and execute a release of claims and covenants not to sue. There is no requirement that an applicant establish that the neuro-cognitive impairment arose out of football.

9. The Neuro-Cognitive Disability Benefit entitles an eligible former player to monthly payments for 180 months (or until the player's 55th birthday, whichever occurs first) based upon two categories of award: (i) a Moderately Impaired Benefit that currently pays no less than \$3,500 per month (increasing to \$4,000 and then \$4,500 in League Years 2015-17 and 2018-2020, respectively), and shall be as high as the sum of the former player's Benefit Credits under the Retirement Plan (ranging from \$358 per Credited Season before 1982 to \$560 per Credited Season between 2012-2014); and (ii) a Mildly Impaired Benefit that currently pays no less than \$1,875 per month (increasing to \$2,250 and then \$2,625 in League Years 2015-17 and 2018-2020, respectively), and shall be as high as 50% of the sum of the former player's Benefit Credits under the Retirement Plan. Players who receive the Mildly Impaired Benefit may voluntarily submit to additional evaluations every three years to determine if they qualify for the Moderately Impaired Benefit. In addition, the player is reimbursed annually up to \$10,000 for medical expenses related to the treatment of his neuro-cognitive impairment, with the Plan acting as a

secondary payor to other forms of insurance or reimbursement arrangements, including the 88 Plan (for which the former player remains eligible).

10. As with the 88 Plan, participation in the Settlement, and receipt of a monetary award thereunder, do not affect in any way a former player's eligibility to receive a Neuro-Cognitive Disability Benefit. In addition, the Settlement Agreement provides that any Retired NFL Football Player who signed, or will sign, a release and covenant not to sue in connection with the Neuro-Cognitive Disability Benefit is not precluded from receiving benefits under the Settlement Agreement.

11. The NFL Player Disability Plan. Beyond the 88 Plan benefit and the Neuro-Cognitive Disability Benefit, the Retirement Plan and the NFL Player Supplemental Disability Plan provide Total and Permanent Disability Benefits to qualifying former players in amounts determined by injury categorization (Active Football, Active Nonfootball, Inactive A (if Vested) and Inactive B (if Vested)), for which respective awards are at minimum between \$50,000 and \$250,000 per year (increasing to at minimum between \$60,000 and \$265,000 per year in League Year 2016).

12. In addition, a Line of Duty Disability Benefit is available to all former players with a substantial permanent disability as a result of NFL football activities who apply within 48 months of retiring from the NFL or apply within the number of years in which they played in the NFL (if they played four or more seasons). The Line of Duty Disability provides a monthly payment of no less than \$2,000 for 90 months (which amount is increased accordingly if the player's sum of Benefit Credits under the Retirement Plan exceeds \$2,000, and which otherwise shall increase by \$500 in 2015 and in additional \$500 increments every other year thereafter).

13. Participation in the Settlement, and receipt of a monetary award thereunder, do not affect in any way a former player's eligibility to receive a Total and Permanent Disability Benefit or a Line of Duty Disability Benefit provided by the Retirement Plan and the NFL Player Supplemental Disability Plan.

14. Player Insurance Plan and Gene Upshaw NFL Player Health Reimbursement Account Plan. In general, active NFL players receive medical and dental coverage under the Player Insurance Plan. This benefit extends for 60 months following the NFL careers of Vested former players.

15. Thereafter, Vested former players with three or more Credited Seasons have access to the Gene Upshaw NFL Player Health Reimbursement Account Plan, which generally provides health credits of \$25,000 per Credited Season (increasing to \$30,000 for League Years 2016-2020) up to a maximum account balance of \$300,000 for players with no Credited Seasons after 2010 and \$350,000 for players with a Credited Season after 2010. This account can be used to reimburse medical expenses of the former player, his spouse, or a dependent.

16. Long Term Care Insurance. Long Term Care Insurance is also made available to Vested former players who are age 50 up to age 76 who satisfy the underwriting requirements of the insurer. All costs of premiums are paid by the NFL. The maximum benefit is \$219,000.

17. Former Player Life Improvement Plan. Finally, the Former Player Life Improvement Plan offers an array of useful benefits to Vested former players experiencing cognitive impairment, including:

- The Neurological Care Benefit facilitates access to comprehensive, coordinated evaluation and possible treatment at top tier medical facilities, with former players covered under the Player Insurance Plan having the cost of their visit covered at 100%;
- The Medicare Benefit is available to former players age 65 or older and currently covered by Medicare Parts A and B, and provides \$120 per month toward supplemental Medicare insurance provided by United Healthcare;
- The Discount Prescription Drug Benefit is available to former players and dependents (who are not under the Insurance Plan) and provides discounts for prescription drugs at over 57,000 retail pharmacies in the United States; and
- The Life Insurance Benefit provides up to \$50,000 to the beneficiary of a former player who passes away prior to age 55, provided that he has not reached his normal retirement age nor actually retired under the Retirement Plan and is not eligible for life insurance under the Player Insurance Plan;
- The Assisted Living Benefit provides special discounts and preferred access to assisted living providers throughout the United States.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
November 11, 2014

A handwritten signature in black ink, reading "Dennis L. Curran", written over a horizontal line.

Dennis L. Curran